## Exhibit 1

## The Pueblo Chieftain

#### **POLITICS**

## Convicted con man whose salacious Obama allegations recently resurfaced has ties to Pueblo



Published 4:05 p.m. MT Sept. 8, 2023 | Updated 4:06 p.m. MT Sept. 8, 2023

A man who used to live in Pueblo and alleged — without proof — he had sex and did drugs with former President Barack Obama has ties to Pueblo. He was once wanted by local law enforcement after they suspected he defrauded one of his neighbors.

Lawrence "Larry" Sinclair publicized his claims about Obama in 2008 but reiterated them this week in an interview with former Fox News host Tucker Carlson on the social media platform X, formerly known as Twitter.

Sinclair lived some time in Colorado and has a long history of run-ins with the law, especially crimes involving fraud.

Records show that a warrant for his arrest was issued in Pueblo in 2001, but local law enforcement authorities say that warrant is no longer active.

Here's what to know about Sinclair and the allegations made against him in Pueblo.

## Sinclair's criminal history in Pueblo

Sinclair allegedly stole a tax refund check from a neighbor who trusted him, according to a 2001 police report filed with the Pueblo Police Department.

He also was charged with a traffic violation in Pueblo in 1999 — not complying with a "traffic control device" — but pleaded not guilty and that charge was dismissed.

Case 5:23-cv-00109 Document 21-1 Filed on 01/30/24 in TXSD Page 3 of 22 A criminal history search from the Colorado Bureau of Investigations shows three recorded arrests in Colorado for Sinclair, all in the 1980s.

One of those arrests was in Lakewood in 1986 for fraudulent use of credit cards, but Sinclair also had outstanding charges in Pueblo for check fraud.

He was sentenced to 16 years in jail on forgery charges and had a difficult time in prison. Politico reported that he was disciplined 97 times and was transferred to different prisons around the state before eventually landing at the state's maximum security location.

### What happened with the arrest warrant in Pueblo?

The Politico report from 2008 stated that Sinclair had an active warrant for his arrest issued by the Pueblo County Sheriff's Office in connection with the alleged theft and forgery in 2001.

Former Pueblo County Undersheriff J.R. Hall told Politico that Sinclair's arrest warrant didn't allow for extradition to Colorado, so he wouldn't face consequences unless he was detained within state lines.

An affidavit of probable cause for an arrest warrant was filed by Pueblo PD Detective Michele Ellis on May 4, 2001, less than three months after Sinclair's former neighbor filed a police report.

A records clerk with Pueblo PD and the public information officer for the sheriff's office confirmed to the Chieftain they have no records of active arrest warrants for Sinclair.

A Pueblo court clerk told the Chieftain by phone that the court's only files on Sinclair are from the traffic charge in 1999.

Jeff Chostner, Colorado's 10<sup>th</sup> Judicial District Attorney, told the Chieftain in an email that his office also has record of the 2001 fraud incident but he could not confirm details about the warrant, such as when it was issued or whether it's active.

Chostner was first elected to the position in 2012.

## Case 5:23-cv-00109 Document 21-1 Filed on 01/30/24 in TXSD Page 4 of 22 Sinclair's theft and forgery allegations in Pueblo

The Pueblo PD case file, obtained by the Chieftain through an open records request, states that Sinclair allegedly helped a trusting neighbor prepare her 1999 taxes. But she never received her 1999 income tax check of \$2,673.04.

That's because Sinclair allegedly stole the check and deposited it into his account at Pueblo Bank and Trust — police say he deposited \$2,000 and took the rest in cash.

Sinclair's neighbor filed a report with Pueblo PD in February 2001.

According to a summary of a police interview with the victim, she was traveling to visit family in Texas in early 2000 and Sinclair collected her mail for her while she was gone. She contacted the Internal Revenue Service in June after her check never came — they told her it had been cashed.

After filling out affidavits of forgery, the neighbor received a copy of the check from the IRS and said it was clear that the signature endorsing the IRS payment didn't match her own on file.

### Where is Sinclair now?

Sinclair has been arrested in the United States at least two times since the arrest warrant was issued in Pueblo: in South Carolina for disorderly conduct in 2007, and in Washington D.C. in 2008 for an alleged larceny in Delaware. The Washington D.C. arrest was made just after Sinclair had spoken at a press conference detailing to reporters his allegations against Obama.

Sinclair ran for mayor in 2018 in Cocoa, a small Florida city along the Atlantic coast. He received the smallest amount of votes among the candidates running, with 30%.

Sinclair's allegations about Obama were never substantiated. Politico reported that the website whitehouse.com offered him \$100,000 if he could pass a polygraph test, but the results "indicated deception." Sinclair and his attorney disputed the accuracy of the test.

The Daily Mail reported that Sinclair grew up in South Carolina but now lives in Mexico.

Case 5:23-cv-00109 Document 21-1 Filed on 01/30/24 in TXSD Page 5 of 22 Sinclair's interview with Carlson on X has garnered nearly 33 million views as of early Friday afternoon.

But the platform's new owner, billionaire businessman Elon Musk, tweeted his skepticism of Sinclair's allegations shortly after Carlson's video published. "Of course, the probability that his claims are true would have to rest on objective evidence, rather than claims made by someone with a dubious history," Musk wrote.

In his interview with Carlson, Sinclair denied that he is a "fugitive" or has avoided "persecution."

"I've never wasted taxpayer money and any sentence I've ever been given, I've served," Sinclair said.

Anna Lynn Winfrey covers politics for the Pueblo Chieftain. She can be reached at awinfrey@gannett.com or on Twitter, @annalynnfrey. Please support local news at subscribe.chieftain.com.

# Exhibits 2(a)-2(f)

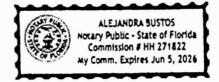
### **AFFIDAVIT**

STATE OF FLORIDA		
COUNTY OF		
BEFORE ME, the undersigned authority, personally appeared BRIAN KRASSENSTEIN, who, upon first being duly sworn, deposes and says:		
<ol> <li>My name is Brian Krassenstein. I am over the age of twenty-one (21), and I am competent to testify under penalty of perjury as to the following facts:</li> <li>Attached hereto are true and correct copies of e-mail correspondence that I personally received from Lawrence (Larry) W. Sinclair in 2023, indicating his residence in Mexico.</li> <li>In the e-mails, Mr. Sinclair expressed his dissatisfaction with statements that I had made on social media.</li> <li>The statements about which Mr. Sinclair complains were made by me after I made a good-faith investigation into Mr. Sinclair, using public sources available to me.</li> <li>Some of the public reporting that I relied upon about Mr. Sinclair's reputation and history dates back to 2008, and I did not find any public retractions or corrections posted between 2008 and 2023.</li> <li>Also attached to this affidavit are screenshots of comments posted by Mr. Sinclair on Twitter/X indicating his residence in Mexico.</li> </ol>		
Further, affiant sayeth naught.		
BRIAN KRASSENSTEIN		
SUBSCRIBED AND SWORN TO before me on the 29th day of January 2024,  by Bran Krossenstin . He is personally known to me or has produced as identification. (type of identification)  NOTARY SEAL:		
FLORIDA (Signature of Notary taking acknowledgement)  Alabadia Bustos		
Alphodia Bustos Name of Acknowledger typed,		

HH 271822	Commission Number

STATE OF FLORIDA COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of (4) physical presence or ( ) online notarization, this 29 th day of 100 LCOSSON 100 LC



8

From: Lawrence Sinclair < isnewsgroup@gmail.com>

Date: Mon, Sep 18, 2023 at 8:58 AM

Subject: Re: Krassenstein
To: Brian <edbri871@gmail.com>

#### Mr. Krassenstein:

Your X posts regarding me repeatedly claimed I failed a polygraph test based on published claims 15 years ago. On Sept 6 2023 one post was viewed 147.1 thousand times, liked 847 times and reposted 41 times just from your X post.

On Sept 6 you published a post referring to me having "had a snorting good time after 15 yrs of being ignore." viewed 83.9 thousand times, liked 153 times and reposted 48 times

Again on Sept 6 2023 at 5PM you published on X "Larry Sinclair failed to pass a polygraph test, he proved that he was dishonest and a fraud over a 27 year span..." viewed 835.7 thousand times, liked 3639 times and reposted 331 times just from your post.

in addition you have posted that I have convictions for fraud among other crimes and refer to me as a convicted "Fraudster" and "con artists."

Despite the fact I took the time to personally inform you your republishing of material published in 2008 by others was repeating false statements, and that while in 2008 the report of my failing a polygraph was shown in 2011 to be exactly what I said it was in 2008, a lie you chose not to remove your post or acknowledge you failed to verify the truthfulness of any of it before publishing.

I have never been accused of, charged with or convicted of Fraud no matter how many times Ben Smith or Politico or anyone else chose to publish those lies. I am not sure (other than you repeating a claim by Ben Smith saying I had a 27 year criminal history) where you came up with your claim of me having a 27 yr span of dishonesty but again that claim is outright false. As I have very freely published and has been published for years in fact, my criminal history is from 1980 to 1986. Furthermore it consist of five arrest/ cases 1 in arizona, 2 in colorado, 2 in florida. Az 1980 forgery, CO 1981 Theft, FL 1985 Theft; FL 1986 2 counts uttering a forged instrument 2 counts Grand Theft and CO 1986 Unauthorized use of a financial transaction device and forgery (which was appealed late after I realized I had plead guilty to forgery even though I never signed any name other than my own all clearly available in the court records). NOT a single charge or conviction for Fraud as claimed.

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As it stands right now you have a following of 772.1 thousand your libelous post were viewed by 1 million 66.7 thousand people. I am going to make you the same offer I have presented to media outlets and others who use X for financial gain who have published libelous post regarding me. As to your claim you simply published what was in the public realm for the past 15 years is not a defense against your publishing libelous statements because you are legally obligated to verify what you publish is true and simply claiming you republished someone else's work does not make you immune. As for your statement I have made no effort in 15 yrs to have it removed is interesting considering the fact I have no right to remove something someone else published, I have repeatedly pointed out the claims were false, that Ben Smith published those false claims at the requests of his attorney Paul Allen Levy who was at the time representing 3 bloggers in a libel suit I had brought against them in 2008. Just as individuals Smith quoted in his article came out and said they never made the comments attributed to them by Smith. But none of that has any bearing on your choosing to publish libel against me.

My proposal is no different than that made to other organizations or individuals who have chosen to do this except for certain terms. Understand your removing the libelous claims now is not and will not be enough as the damage has been done and continues the longer you chose to leave it up.

My conservative estimate as to the number of individuals who have seen or had the libelous statements in their feeds is 3.5 million based on the numbers of followers, times viewed, liked, reposted and commented on.

Therefore my proposal to resolve this matter in lieu of litigation is as follows:

1. You will immediately delete all libelous statements from X and any other internet platform or website you have published it on

- 2. You will immediately publish a public apology pinned to your X profile apologizing to me for having publish statements that you did not bother to verify their truthfulness first, acknowledge that you should have known about the 2011 disclosure of information which contradicted the original report claiming I failed two polygraph exams in 2008 and that said information indicates that I had actually passed the exams not failed them as originally claimed in 2008
- 3. You will include a statement in apology emphasising the importance of people taking the time and effort to verify the truthfulness of any information they take from another source before republishing it as truthful
- 4. You will agree to and make full payment in the amount of One hundred fifty thousand dollars (\$150.000.00) in guaranteed US funds not later than 72 hours from agreeing to this settlement as settlement for any and all damages resulting from the published libel
- You will have until 5PM central time on Wednesday September 20, 2023 to accept this proposed offer of settlement before it becomes void and I move forward with litigation in the United States District Courts.
- Should you agree and accept this settlement offer the terms of said agreement will remain confidential and the only public statement made by either party will be "The parties have mutally resloved any issues between them."

I want to be completely upfront and say if you decide you do not want to resolve this in lieu of litigation I will seek damages much higher than what I am offering to settle this matter with you for here. Please do not mistake my willingness to try and resolve this matter first as my being weak or unable to pursue litigation as I can assure you to do so will prove a huge miscalculation on your part. In addition despite my belief you are not going to accept, I am still giving you the opportunity because this way later no one can say I did not make an effort first.

I have left a message for your brother Ed to get my email address from you should he wish to reach out and maybe resolve the matter on his libelous posts. His is slightly different from yours based on the statements he published and his statements of them being proven facts.

Sincerely,

Lawrence (Larry) W. Sinclair Chilpancingo, Mitras Nte., 64320 Monterrey, N.L., Mexico Isnewsgroup@gmail.com Iws092661@gmail.com

On Mon, Sep 18, 2023 at 6:19 AM Brian <edbri871@gmail.com> wrote:

Sure send me any legal papers you have. Even better come on my show <u>and we</u> can discuss. I posted what was in the public realm for 15 years which you made no effort to have removed in the past, as far as I'm aware, but I'll be happy to take a look and remove anything I find to be inaccurate.

Date: Mon, Sep 25, 2023 at 6:06 PM

Subject: Brian & Edward Krassenstein Below is Last Offer to Settle Prior to Filing Litigation Offer expires 9AM Central Time 9-26-23

To: Brian < edbri871@gmail.com>

CC: Lawrence Sinclair < LSNewsGroup@gmail.com>

Mr. Brian and Edward Krassenstein:

#### **Brian Krassenstein Terms:**

My proposal is no different than that made to other organizations or individuals who have chosen to do this except for certain terms. Understand your removing the libelous claims now is not and will not be enough as the damage has been done and continues the longer you chose to leave it up.

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- 3. You will include a statement in apology emphasising the importance of people taking the time and effort to verify the truthfulness of any information they take from another source before republishing it as truthful
- 4. You will agree to and make full payment in the amount of Two hundred fifty thousand dollars (\$250.000.00) in guaranteed US funds with \$15,000.00 immediately paid via Cashapp and the remaining \$235,000.00 paid via wire transfer which must be initiated by end of business on 9-26-23 or 5PM ET and verification of wire initiation received, upon agreeing to this settlement as settlement for any and all damages resulting from the published libel
- You will have until 9AM central time on Tuesday September 26, 2023 to accept this proposed offer of settlement before it becomes void and I move forward with litigation in the United States District Courts.
- Should you agree and accept this settlement offer the terms of said agreement will remain confidential and the only public statement made by either party will be "The parties have mutally resloved any issues between them."

I want to be completely upfront and say if you decide you do not want to resolve this in lieu of litigation I will seek damages much higher than what I am offering to settle this matter with you for here. Please do not mistake my willingness to try and resolve this matter first as my being weak or unable to pursue litigation as I can assure you to do so will prove a huge miscalculation on your part. In addition despite my belief you are not going to accept, I am still giving you the opportunity because this way later no one can say I did not make an effort first.

#### **Edward Krassenstein Terms:**

My proposal is no different than that made to other organizations or individuals who have chosen to do this except for certain terms. Understand your removing the libelous claims now is not and will not be enough as the damage has been done and continues the longer you chose to leave it up.

My conservative estimate as to the number of individuals who have seen or had the libelous statements in their feeds is 7 to 8 million based on the numbers of followers, times viewed, liked, reposted and commented on.

Therefore my proposal to resolve this matter in lieu of litigation is as follows:

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Be advised this offer will not be extended beyond the 9AM Central Time September 26, 2023 deadline and if it is not accepted complaints will be filed naming both of you as well as both advertising companies and I will seek damages in addition to punitive and exemplary damages as set forth on X earlier today. After complaint is filed there will be NO settlement discussion at anytime thereafter.

Lawrence (Larry) W. Sinclair Chilpancingo, Mitras Nte., 64320 Monterrey, N.L., Mexico Isnewsgroup@gmail.com Iws092661@gmail.com

Date: Sun, Jan 14, 2024 at 10:36 AM Subject: Sinclair v Krassenstein et al. 5:23-cv-00109 Please Advise

To: Brian < edbri871@gmail.com >, Brian Krassenstein < irnetnews@gmail.com >

CC: Lawrence Sinclair < LSNewsGroup@gmail.com>

#### Mr. Krassenstein:

First pursuant to law let me ask you to advise if you and your brother along with E&B and Forum have retained counsel in the above ref matter? If so please have counsel contact me at this email address. I legally am prohibited from discussing any matter in this case with you if you have retained counsel.

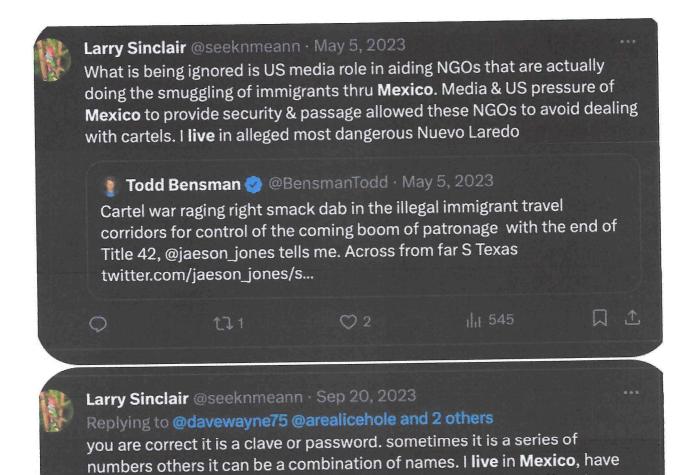
If you respond stating you have **not yet retained counsel and are not currently represented by counsel**, then if you are interested and clearly state in your response I will forward to you a final proposal to consider.

Respectfully, Lawrence (Larry) W. Sinclair, Plaintiff Isnewsgroup@gmail.com lws092661@gmail.com

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https://x.com/seeknmeann/status/1704582678803075092?s=20

https://x.com/seeknmeann/status/1654630567395176448?s=20



friends associated with multiple cartels stretching from the gulf to the

pacific and south to the border. Currently contrary to US...

17

Show more

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### **AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF
BEFORE ME, the undersigned authority, personally appeared EDWARD KRASSENSTEIN, who, upon first being duly sworn, deposes and says:
<ol> <li>My name is Edward Krassenstein. I am over the age of twenty-one (21), and I am competent to testify under penalty of perjury as to the following facts:</li> <li>Attached hereto are true and correct copies of e-mail correspondence that I personally received from Lawrence (Larry) W. Sinclair in 2023, indicating his residence in Mexico.</li> <li>In the e-mails, Mr. Sinclair expressed his dissatisfaction with statements that I had made on social media.</li> <li>The statements about which Mr. Sinclair complains were made by me after I made a good-faith investigation into Mr. Sinclair, using public sources available to me.</li> <li>Some of the public reporting that I relied upon about Mr. Sinclair's reputation and history dates back to 2008, and I did not find any public retractions or corrections posted between 2008 and 2023.</li> <li>Also attached to this affidavit are screenshots of comments posted by Mr. Sinclair on Twitter/X indicating his residence in Mexico.</li> </ol>
Further, affiant sayeth naught.
EDWARD KRASSENSTEIN
SUBSCRIBED AND SWORN TO before me on the 2914 day of January 2024,
by Edward Krowsenstein. He is personally known to me or has produced To Duc as identification. (type of identification)
NOTARY SEAL:
See work 200 NOTARY PUBLIC, STATE OF FLORIDA (Signature of Notary taking acknowledgement)
Ale Vordra Busdo's Name of Acknowledger typed, printed or stamped

44 271822	0
HA WIII	Commission Number

STATE OF FLORIDA COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of

(if physical presence or ( ) online notarization, this 2 1 4 4

day of 1000 Produced by E000ALD KLASSOUTTO A

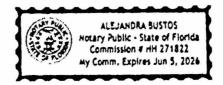
(name of person making statement).

Personally Known ( ) OR Produced Identification (A)

Type of Identification Produced: The 12 1 C

(Signature of Notary Public) Affix Notary SEAL HH 2718 C

Affix Notary SEAL HH 2718 C



Exhibits 016

Date: Mon, Sep 18, 2023 at 8:58 AM

Subject: Re: Krassenstein
To: Brian <<u>edbri871@gmail.com</u>>

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CC: Lawrence Sinclair < LSNewsGroup@gmail.com>

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- 2. You will immediately publish a public apology pinned to your X profile apologizing to me for having publish statements that you did not bother to verify their truthfulness first, acknowledge that you should have known about the 2011 disclosure of information which contradicted the original report claiming I failed two polygraph exams in 2008 and that said information indicates that I had actually passed the exams not failed them as originally claimed in 2008
- You will include a statement in apology emphasising the importance of people taking the time and effort to verify the truthfulness of any information they take from another source before republishing it as truthful
- 4. You will agree to and make full payment in the amount of Two hundred fifty thousand dollars (\$250.000.00) in guaranteed US funds with \$15,000.00 immediately paid via Cashapp and the remaining \$235,000.00 paid via wire transfer which must be initiated by end of business on 9-26-23 or 5PM ET and verification of wire initiation received, upon agreeing to this settlement as settlement for any and all damages resulting from the published libel
- You will have until 9AM central time on Tuesday September 26, 2023 to accept this proposed offer of settlement before it becomes void and I move forward with litigation in the United States District Courts.
- Should you agree and accept this settlement offer the terms of said agreement will remain confidential and the only public statement made by either party will be "The parties have mutally resloved any issues between them."

I want to be completely upfront and say if you decide you do not want to resolve this in lieu of litigation I will seek damages much higher than what I am offering to settle this matter with you for here. Please do not mistake my willingness to try and resolve this matter first as my being weak or unable to pursue litigation as I can assure you to do so will prove a huge miscalculation on your part. In addition despite my belief you are not going to accept, I am still giving you the opportunity because this way later no one can say I did not make an effort first.

#### **Edward Krassenstein Terms:**

My proposal is no different than that made to other organizations or individuals who have chosen to do this except for certain terms. Understand your removing the libelous claims now is not and will not be enough as the damage has been done and continues the longer you chose to leave it up.

My conservative estimate as to the number of individuals who have seen or had the libelous statements in their feeds is 7 to 8 million based on the numbers of followers, times viewed, liked, reposted and commented on.

Therefore my proposal to resolve this matter in lieu of litigation is as follows:

- You will immediately delete all libelous statements from X and any other internet platform or website you have published it
  on
- 2. You will immediately publish a public apology pinned to your X profile apologizing to me for having publish statements that you did not bother to verify their truthfulness first, acknowledge that you should have known about the 2011 disclosure of information which contradicted the original report claiming I failed two polygraph exams in 2008 and that said information

- indicates that I had actually passed the exams not failed them as originally claimed in 2008
- You will include a statement in apology emphasising the importance of people taking the time and effort to verify the truthfulness of any information they take from another source before republishing it as truthful
- 4. You will agree to and make full payment in the amount of Five hundred thousand dollars (\$500.000.00) in guaranteed US funds with \$15,000.00 immediately paid via Cashapp and the remaining \$485,000.00 paid via wire transfer which must be initiated by end of business on 9-26-23 or 5PM ET and verification of wire initiation received, upon agreeing to this settlement as settlement for any and all damages resulting from the published libel
- You will have until 9AM central time on Tuesday September 26, 2023 to accept this proposed offer of settlement before it becomes void and I move forward with litigation in the United States District Courts.
- 6. Should you agree and accept this settlement offer the terms of said agreement will remain confidential and the only public statement made by either party will be "The parties have mutually resolve any issues between them."

I want to be completely upfront and say if you decide you do not want to resolve this in lieu of litigation I will seek damages much higher than what I am offering to settle this matter with you for here. Please do not mistake my willingness to try and resolve this matter first as my being weak or unable to pursue litigation as I can assure you to do so will prove a huge miscalculation on your part. In addition despite my belief you are not going to accept, I am still giving you the opportunity because this way later no one can say I did not make an effort first.

Be advised this offer will not be extended beyond the 9AM Central Time September 26, 2023 deadline and if it is not accepted complaints will be filed naming both of you as well as both advertising companies and I will seek damages in addition to punitive and exemplary damages as set forth on X earlier today. After complaint is filed there will be NO settlement discussion at anytime thereafter.

Lawrence (Larry) W. Sinclair Chilpancingo, Mitras Nte., 64320 Monterrey, N.L., Mexico Isnewsgroup@gmail.com Iws092661@gmail.com

Date: Sun, Jan 14, 2024 at 10:36 AM Subject: Sinclair v Krassenstein et al. 5:23-cv-00109 Please Advise

To: Brian < edbri871@gmail.com >, Brian Krassenstein < irnetnews@gmail.com >

CC: Lawrence Sinclair < LSNewsGroup@gmail.com>

#### Mr. Krassenstein:

First pursuant to law let me ask you to advise if you and your brother along with E&B and Forum have retained counsel in the above ref matter? If so please have counsel contact me at this email address. I legally am prohibited from discussing any matter in this case with you if you have retained counsel.

If you respond stating you have **not yet retained counsel and are not currently represented by counsel**, then if you are interested and clearly state in your response I will forward to you a final proposal to consider.

Respectfully, Lawrence (Larry) W. Sinclair, Plaintiff Isnewsgroup@gmail.com lws092661@gmail.com

B

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https://x.com/seeknmeann/status/1654630567395176448?s=20

